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Lawrence D. Mandel
(Name of person signing Certificate)


(Signature and Date)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

RECOTON CORPORATION,

Opposer,

v.

ADVENT NETWORKS, INC.

Applicant.

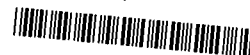
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Opposition No. 91150749

Serial No. 76/033,895

Mark: ADVENT NETWORKS

Attention: Trademark Trial and Appeal Board
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513



11-10-2003
U.S. Patent & TMOtc/TM Mail Rcpt Dt. #22

OPPOSER'S MOTION FOR RECONSIDERATION AND FOR SUBSTITUTION

It is respectfully requested that this Honorable Board reconsider its Order dated October 6, 2003 dismissing the opposition, vacate the dismissal and allow Opposer the opportunity to file an Amended Notice of Opposition. It is further respectfully requested that this Honorable Board order the substitution of Electronics Trademark Holding Company, LLC as party opposer in place of Recoton Corporation.

Opposer submits herewith the Declaration of Patrick M. Lavelle and Affidavits of Loan B. Kennedy and Pam B. Bloom, as well as the accompanying Brief in support of Opposer's Motion For Reconsideration and For Substitution. Also submitted herewith is a proposed form of Amended Notice of Opposition.

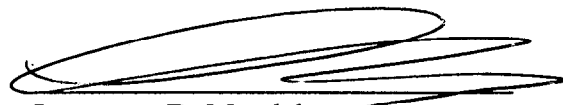
WHEREFORE, it is respectfully requested that this motion be granted.

Respectfully submitted,

MANDEL & PESLAK, LLC

Dated: November 6, 2003

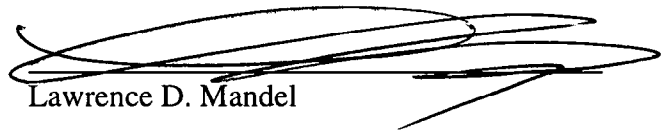
By:



Lawrence D. Mandel
Attorney for Opposer
Mandel & Peslak, LLC
80 Scenic Drive, Suite 5
Freehold, NJ 07728
(732) 761-1610

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Motion For Reconsideration and For Substitution, with accompanying Declaration, Affidavits, Brief and Form of Amended Notice of Opposition were served upon Rochelle D. Alpert, Esq., Morgan, Lewis & Bockius, LLP, One Market, Spear Tower, San Francisco, California 94105, attorney for Applicant, by first-class mail, postage prepaid, this 6th day of November, 2003.


Lawrence D. Mandel

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

RECOTON CORPORATION,	:	
	:	
Opposer,	:	Opposition No. 91150749
	:	
v.	:	Serial No. 76/033,895
	:	
ADVENT NETWORKS, INC.	:	Mark: ADVENT NETWORKS
	:	
Applicant.	:	

Attention: Trademark Trial and Appeal Board
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

**OPPOSER'S BRIEF IN SUPPORT OF MOTION FOR RECONSIDERATION
AND FOR SUBSTITUTION**

Lawrence D. Mandel, Esq.
MANDEL & PESLAK, LLC
80 Scenic Drive, Suite 5
Freehold, New Jersey 07728
Attorney for Opposer

PROCEDURAL HISTORY

Recoton Corporation filed a Notice of Opposition against trademark application Serial No. 76/033,895 for the mark "ADVENT NETWORKS" on January 11, 2002. An Answer was filed by the Applicant on July 3, 2002. The Opposer filed a Motion for Summary Judgment on October 31, 2002. The Applicant's Opposition to the Motion for Summary Judgment was filed on January 13, 2003 and the Trademark Trial and Appeal Board denied the Opposer's Motion for Summary Judgment on May 1, 2003. In the Board's decision denying the Motion for Summary Judgment, it noted that the Opposer's Notice of Opposition was legally insufficient because the Opposer had "failed to allege likelihood of confusion as to the marks or the source of the involved goods, as well as priority, both of which are required for a proper pleading of likelihood of confusion under Section 2(d) of the Trademark Act." Thus, the Opposer was ordered to file and serve, within thirty days, an Amended Notice of Opposition that complied with the guidance of the Board.

FACTUAL BACKGROUND

After the filing of Opposer's Motion for Summary Judgment and before the Applicant filed its answer, on December 31, 2002, Loan B. Kennedy, the attorney handling the matter for Opposer, left her job as Vice President and General Counsel of Recoton Corporation. Subsequently, in February 2003, Pam B. Bloom, Trademark Paralegal and manager of trademarks for Recoton Corporation also left her position. The Opposer filed for protection under the Bankruptcy Laws of the United States on April 8, 2003. In the ensuing bankruptcy proceedings in the United States Bankruptcy Court for the Southern District of New York, and pursuant to authorization by that court, a special purpose limited liability company was formed to prosecute, maintain and protect the trademark assets of the bankrupt company and its affiliates, and to transfer, or cause to be transferred, free and clear of all liens, claims and encumbrances, the trademarks into the special purpose entity. Among those trademark assets were the trademark ADVENT and the registrations covering the ADVENT trademark which formed the basis of the present opposition proceeding.

The special purpose limited liability company which was formed is named Electronics Trademark Holding Company, LLC ("ETHC"). ETHC acquired the ADVENT trademark and U.S. Trademark Registration Nos. 1,008,947 and 2,558,737 and U.S. Trademark Application Serial No.76/363,889. The asset purchase agreement to acquire the trademarks was signed on June 2, 2003 and the transaction closed on July 8, 2003. An assignment of trademarks from Recoton Corporation and its affiliates to ETHC was recorded in the United States Patent and Trademark Office, Assignment Branch on August 25, 2003. ETHC never received a copy of the May 1, 2003 Order of the

Trademark Trial and Appeal Board which required the Opposer to file an Amended Notice of Opposition until it ordered the file history from the USPTO in response to receiving the Order dated October 6, 2003 dismissing the opposition, which had been forwarded to ETHC from Recoton Corp.

ETHC now seeks to have this Honorable Board reconsider its Order dismissing the opposition with prejudice, vacate the dismissal and allow ETHC to file the proposed Amended Notice of Opposition, which is attached hereto as Exhibit 1.

LEGAL ARGUMENT

Rule 6 of the Federal Rules of Civil Procedure provides for the enlargement of time to act in response to a deadline where the failure to act was the result of excusable neglect. The conflicting interpretations of the term “excusable neglect” were resolved by the United States Supreme Court in Pioneer Investment Services v. Brunswick Associates, 507 U.S. 380 (1993). Although the issue in that case was the “excusable neglect” standard of Rule 9006 (b)(1) of the Bankruptcy Rules governing late filings of proofs of claim, the Supreme Court made it clear that its decision was applicable to Federal Rule of Civil Procedure 6 as well.

As an initial matter, the Court found that “excusable neglect” includes inadvertent delays. Id. at 392. In fact, the behavior envisioned by “excusable neglect” even includes the concept of negligence and not merely a lack of action. Id. at 393. The Court concluded that the determination of what is excusable is an equitable one and must take into account all relevant circumstances surrounding a party’s omission. Some of the factors that may be taken into consideration in determining whether the neglect is excusable are the danger of prejudice to the nonmoving party, the length of the delay and its potential impact on judicial proceedings, the reason for the delay including whether it was within the reasonable control of the movant, and whether the movant acted in good faith. Id. at 395.

In the context of this opposition proceeding, it is clear that the failure of the Opposer to respond in a timely manner to the deadline for filing the Amended Notice of Opposition falls into the realm of “excusable neglect.” ETHC’s predecessor in interest, Recoton Corporation was in the midst of bankruptcy proceedings when the May 1st

Order was issued. It had lost its Vice President and General Counsel and Trademark Manager who had been handling the matter and was in the process of having its trademarks sold by order of the Bankruptcy Court. Furthermore, the May 1st Order of the Board may even have conflicted with the automatic stay by requiring action on the part of the bankrupt entity to protect its rights. Recoton's successor, ETHC, without notice of the deadline, had no way of knowing that its rights to oppose the application of Advent Networks, Inc. was in jeopardy. As soon as it received notice of the Order dismissing the Opposition, ETHC immediately took action and is within the thirty-day period of Rule 2.127(b) of the Trademark Rules of Practice to seek reconsideration. The length of the delay is only a few months and is largely the product of the time period between the deadline and the issuance of the most recent Order of the Board. There is little prejudice to the applicant, if any, which should not be allowed to rely on the intervening bankruptcy as a shield to extricate itself from the Opposition Proceeding.

The delay was clearly inadvertent and not within the reasonable control of ETHC. With regard to Recoton Corporation, having filed for bankruptcy protection, and being in the midst of the confusion and uncertainty which naturally follows, its failure to respond is clearly inadvertent and excusable. Both Recoton Corporation and ETHC have always acted in good faith.

ETHC has prepared the Amended Notice of Opposition which is attached hereto as Exhibit 1 for approval by the Trademark Trial and Appeal Board for filing and service. The determination to vacate the dismissal, reopen the opposition proceeding and allow ETHC to file and serve the Amended Notice of Opposition is an equitable one. It would

be unfair to penalize ETHC for failure to file a timely response to an Order of which it was not aware.

CONCLUSION

In view of the above and all the circumstances surrounding the lack of a timely response to the Order requiring filing and service of an Amended Notice of Opposition, the Opposer respectfully requests that this Honorable Board grant the motion to reconsider the dismissal of the Opposition Proceeding, vacate the dismissal and reopen the Opposition Proceeding while substituting ETHC as party Opposer in the place of Recoton Corporation.

Respectfully submitted,

MANDEL & PESLAK, LLC

Dated: November 6, 2003

By: 

Lawrence D. Mandel
Attorney for Opposer
Mandel & Peslak, LLC
80 Scenic Drive, Suite 5
Freehold, NJ 07728
(732) 761-1610

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In The Matter of Trademark Application Serial No. 76/033,895
Filed April 26, 2000 for the mark ADVENT NETWORKS
Published in the Official Gazette on December 18, 2001

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RECOTON CORPORATION,	:	
	:	
Opposer,	:	Opposition No. 91150749
	:	
v.	:	
	:	
ADVENT NETWORKS, INC.	:	
	:	
Applicant.	:	

Attention: Trademark Trial and Appeal Board
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

AMENDED NOTICE OF OPPOSITION

Electronics Trademark Holding Company, LLC, a Delaware Limited Liability Company, with a business address at c/o Audiovox Corp., 150 Marcus Blvd., Hauppauge, New York 11788, the assignee of Recoton Corporation (collectively known as "Opposer") believes that it will be damaged by registration of Application Serial No. 76/033,895 for the mark ADVENT NETWORKS and hereby opposes said application. As grounds for opposition, Opposer alleges as follows:

1. Opposer has adopted and continuously used the trademark ADVENT since at least as early as September 15, 1969 to the present, to distinguish its goods.

2. Through its extensive sales and advertising, Opposer has developed extensive goodwill throughout the United States with respect to the mark ADVENT.

3. Opposer filed an Application for registration of the mark ADVENT in respect of “audio equipment-namely, microphones, microphone preamplifiers, frequency balance controls, noise reduction units, and loudspeakers; tape decks and accessories therefor-namely, head cleaning tapes and dust covers” on May 29, 1973 and received U.S. Trademark Application Serial No. 72/458,842. U.S. Trademark Registration No. 1,008,947 was issued April 15, 1975.

4. Opposer filed an Application for registration of the mark ADVENT in respect of “home and mobile audio and video equipment, namely ambience and surround sound processors; stereo amplifiers; audio rack systems comprised of audio receivers, audio cassette decks, audio cassette players, audio cassette recorders, compact disc players, electronic crossovers, and DVD players, graphic equalizers; frequency balance controls, head cleaning tapes for cassettes, headphones; loudspeakers; loudspeaker supporting and tilting mechanisms, namely speaker stands and brackets that may be adjusted manually, microphones, microphone preamplifiers; noise reduction units; powered sub-woofers; pre-amplifiers, radio receivers; radio transmitters; signal processors; speaker selectors; radio tuners, wireless headphones, wireless loudspeakers, wireless radio receivers, and wireless audio transmitters” on June 29, 2001 and received U.S. Trademark Application Serial No. 76/278,714. U.S. Trademark Registration No. 2,558,737 was issued April 9, 2002.

5. Opposer filed an Application for registration of the mark ADVENT in respect of “home and mobile audio, video and electronic equipment and accessories,

namely, adapters; ambience and surround sound processors, amplifiers; answering machines; antennas; band separators; bridgeable amplifiers; power, coaxial, electric and fiber optic cables; electrical and cable connectors; cleaning tapes, compact discs, cassettes and DVD's for electronic equipment; calculators; video, photographic, digital and motion picture cameras; camcorders; carrying bags and cases for carrying compact discs, cassette tapes, computers, video tapes, video games, DVD's, cameras and camcorders; AM/FM compact disc receivers; AM/FM audio cassette receivers; audio and video cassette decks; audio and video cassette players; audio and video cassette recorders; cell phones; compact disc changers; compact disc changer controllers; compact disc players; CD-R playbacks; CD-RW playbacks; CDC receivers; radios incorporating clocks; coaxial speakers; computers; crossovers; DVD players; electronic power supply units; equalizers; FM universal modulators; graphic equalizers; headphones; loudspeakers; loudspeaker supporting and tilting mechanisms and parts therefor; MP3 receivers; microphones; power inverters; powered subwoofers; preamplifiers, radio receivers; radio transmitters; audio and video receivers; signal processors; speaker cabinets; speaker selectors; power strips; satellite radios; satellite receivers; subwoofers; surge protectors; telephones; televisions; transformers; triaxial speakers; tuners; turntables; game switches; tweeters; VCR-TV antenna switches, terminators and signal reducers, signal amplifiers, signal splitters, stereo sound simulators, transformers and filters; video stabilizers and television picture enhancers; switching units and junction boxes; walkie-talkies; wireless headphones; wireless loudspeakers, wireless audio and video receivers, wired and wireless remote controls for use with antennas, audio receivers, televisions, DVD players, audio and video cassette players and recorders, MP3

players, compact disc players, video games, radios, and stereos; wireless audio, video, radio frequency and infrared transmitters; electrical wires” on January 26, 2002 and received U.S. Trademark Application Serial No. 76/363,889.

6. Upon information and belief, Advent Networks, Inc., Austin, Texas has filed Application Serial No. 76/033,895 for the mark ADVENT NETWORKS in respect of “computer software for telecommunications purposes, namely, for a digital interface for connecting home content accessing devices with a global computer network over a hybrid fiber coaxial network for the delivery of digital information in a high speed electronic format including video, text, and audio content; computer hardware for telecommunications purposes, namely, a digital interface connecting home content accessing devices with a global computer network over a hybrid fiber coaxial network; electronic hardware and software computer interfaces for connecting home content accessing devices with a global computer network over a hybrid fiber coaxial network; fiber optic network equipment, namely optical switches, optical transceivers, wavelength division multiplexing (WDM) combiners, WDM splitters, and WDM selectors for using rf signals in the television bandwidth; computer hardware, namely, optical transmitters, receivers, coaxial fibers, rf amplifiers, quadrature amplitude/phase modulation modems, and amplitude/phase modulators for enabling telecommunications over a hybrid fiber coaxial network, in International Class 9; providing telecommunications connections to a global computer network for the delivery of information in a high speed electronic format and for the delivery of video, text, audio content and information over a hybrid fiber coaxial network in International Class 38.”

7. Applicant's stated first use of the mark ADVENT NETWORKS is January 3, 2001. Opposer's use of its mark ADVENT predates Applicant's date of first use by many years, thereby entitling Opposer to priority in rights over Applicant.

8. The goods/services recited in Applicant's application are very similar and related to the goods sold by Opposer so that the use of Applicant's mark ADVENT NETWORKS for such goods/services is likely to cause confusion, or to cause mistake or to deceive.

9. ADVENT NETWORKS for "computer software for telecommunications purposes, namely, for a digital interface for connecting home content accessing devices with a global computer network over a hybrid fiber coaxial network for the delivery of digital information in a high speed electronic format including video, text, and audio content; computer hardware for telecommunications purposes, namely, a digital interface connecting home content accessing devices with a global computer network over a hybrid fiber coaxial network; electronic hardware and software computer interfaces for connecting home content accessing devices with a global computer network over a hybrid fiber coaxial network; fiber optic network equipment, namely optical switches, optical transceivers, wavelength division multiplexing (WDM) combiners, WDM splitters, and WDM selectors for using rf signals in the television bandwidth; computer hardware, namely, optical transmitters, receivers, coaxial fibers, rf amplifiers, quadrature amplitude/phase modulation modems, and amplitude/phase modulators for enabling telecommunications over a hybrid fiber coaxial network; providing telecommunications connections to a global computer network for the delivery of information in a high speed electronic format and for the delivery of video, text, audio content and information over a

hybrid fiber coaxial network” is confusingly and deceptively similar to Opposer’s mark, such that the trade and purchasing public will be confused and deceived by believing that Applicant’s goods/services originate with or are otherwise authorized, sponsored, licensed or associated with Opposer.

10. Based on the foregoing, registration of Application Serial No. 76/033,895 will cause damage to Opposer, and registration should, therefore, be denied.

11. A duplicate copy of the Amended Notice of Opposition is submitted herewith pursuant to Trademark Rules of Practice §2.104(a).

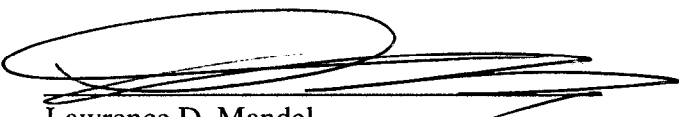
WHEREFORE, it is respectfully requested that the Trademark Trial and Appeal Board refuse registration to Application Serial No. 76/033,895.

Respectfully submitted,

ELECTRONICS TRADEMARK
HOLDING COMPANY, LLC

Date: November 6, 2003

By:



Lawrence D. Mandel
Attorney for Opposer
MANDEL & PESLAK, LLC
80 Scenic Drive, Suite 5
Freehold, NJ 07728

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

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RECOTON CORPORATION,	:	
	:	
Opposer,	:	Opposition No. 91150749
	:	
v.	:	Serial No. 76/033,895
	:	
ADVENT NETWORKS, INC.	:	Mark: ADVENT NETWORKS
	:	
Applicant.	:	

BOX TTAB – NO FEE
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

DECLARATION OF PATRICK M. LAVELLE AND POWER OF ATTORNEY

I, Patrick M. Lavelle, hereby declare:

1. I am the Manager of Electronics Trademark Holding Company, LLC, a Delaware limited liability company (“ETHC”) and am authorized to submit this Declaration in support of ETHC’s Motion for Reconsideration of the Order dated October 6, 2003 dismissing the opposition with prejudice, and to substitute ETHC as opposer in place of Recoton Corporation.

2. Pursuant to proceedings in the United States Bankruptcy Court for the Southern District of New York, Recoton Corporation, a New York Corporation, and various of its affiliates, including Recoton Audio Corporation, a Delaware Corporation, were authorized to transfer certain assets to ETHC, free and clear of all liens, claims and encumbrances. Among those assets transferred were all rights, title and interest to the

trademark ADVENT and U.S. Trademark Registrations Nos. 1,008,947 and 2,558,737 and U.S. Trademark Application Serial No. 76/363,889. A true copy of the Trademark Assignment Agreement which effected the transfer of ownership of these marks is attached hereto as Exhibit 1.

3. An assignment of trademarks from Recoton Corporation and its affiliates to ETHC was recorded in the United States Patent and Trademark Office, Assignment Branch, on August 25, 2003 at Reel 2703, Frame 589. A true copy of the Notice of Recordation of Assignment Document is attached hereto as Exhibit 2.

4. ETHC was formed for the express purpose of prosecuting, maintaining and protecting the trademark assets of Recoton Corporation and its affiliates. ETHC's predecessors-in-interest and ETHC always intended to take all steps to maintain and protect the ADVENT trademark which is the subject of this opposition proceeding.

5. Recoton Corporation was in bankruptcy when the Asset Purchase Agreement to acquire the trademark assets was signed on June 2, 2003. The transaction closed on July 8, 2003.

6. ETHC never received a copy of the May 1, 2003 Order of the Trademark Trial and Appeal Board which required the opposer to file an Amended Notice of Opposition until it ordered the file history from the USPTO in response to receiving the Order dated October 6, 2003 dismissing the opposition with prejudice which was forwarded to us from Recoton Corporation. A true copy of the Order and the envelope in which it was mailed is attached hereto as Exhibit 3.

7. Had ETHC been aware of the May 1, 2003 Order requiring the filing of an Amended Notice of Opposition it would have filed one. It is ETHC's desire to proceed

with the opposition as shown by the accompanying Amended Notice of Opposition prepared by our attorneys.

8. ETHC hereby appoints Lawrence D. Mandel, a member of the Bar of the States of New Jersey and New York and the Commonwealth of Pennsylvania, and Arthur M. Peslak, a member of the Bar of the States of New Jersey and New York, of the firm of MANDEL & PESLAK, 80 Scenic Drive, Suite 5, Freehold, New Jersey 07728, (732) 761-1610, as its attorneys to prosecute this opposition with full powers of substitution and revocation and to transact all business in the Patent & Trademark Office in connection therewith.

I hereby declare under penalty of perjury that the foregoing statements are true and correct.

Date: November 4, 2003

By:



Patrick M. Lavelle

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is made as of July 8, 2003 (the "**Effective Date**") by and between Recoton Corporation, a New York corporation ("**Recoton**") and various of its affiliates, as set forth under the caption "Assignors" on the signature pages hereof (collectively, the "**Assignors**"), and Electronics Trademark Holding Company, LLC ("**Assignee**"), a Delaware limited liability company (referred to collectively as the "**Parties**" and individually as a "**Party**").

WHEREAS, Recoton Accessories, Inc., a Delaware corporation, Recoton Canada Ltd., an Ontario, Canada corporation, Recoton, Recoton Audio Corporation, a Delaware corporation, Recoton Mobile Electronics, Inc., a Delaware corporation, Recoton Home Audio, Inc., a California corporation, Recoton (Hong Kong) Limited, a Hong Kong limited company and Recoton (Far East) Limited, a Hong Kong limited company, on the one hand, and Tora Acquisition Corporation, a Delaware corporation ("**Tora**"), on the other, entered into the Asset Purchase Agreement, dated June 3, 2003 (the "**Accessories Purchase Agreement**");

WHEREAS, Recoton Audio Corporation, a Delaware corporation, Recoton Home Audio, Inc., a California corporation, Recoton Mobile Electronics, Inc., a Delaware corporation, Recoton International Holdings, Inc., a Delaware corporation, Recoton, Recoton Canada Ltd., an Ontario, Canada corporation, on the one hand, and JAX Assets Corporation, a Delaware corporation ("**JAX**"), on the other, entered into the Asset Purchase Agreement, dated June 3, 2003 (the "**Audio Purchase Agreement**," and together with the Accessories Purchase Agreement, the "**Purchase Agreements**");

WHEREAS, Assignors are the sole owners of all rights, title and interests in and to: (a) the trademarks, service marks, trade names, logos, designs, trade dress and slogans listed in Exhibit A, attached hereto and incorporated by reference herein, including, without limitation, all applications and registrations therefor and all common law rights therein; and (b) any and all domain names (or any other similar or successor address system) containing any of the foregoing items listed in clause (a) (including, without limitation, those domain names set forth in Exhibit B); and (c) the goodwill and reputation of the business connected with and symbolized by the items listed in clauses (a) and (b) (collectively, the "**Marks**");

WHEREAS, by entry orders pursuant to, *inter alia*, section 363(f) of chapter 11, United States Code, each dated June 3, 2003 (the "**Sale Orders**"), the United States Bankruptcy Court for the Southern District of New York authorized the Assignors to enter into and consummate the Purchase Agreements and, among other acts, to form a special purpose limited liability company to prosecute, maintain and protect the Marks, and to transfer, or cause to be transferred, free and clear of all liens, claims and encumbrances the Marks into such special purpose entity;

WHEREAS, on July __, 2003, Recoton filed with the Secretary of State of Delaware the Certificate of Formation for the Electronics Trademark Holding Company LLC, to serve as the special purpose limited liability company pursuant to the Sale Orders;

WHEREAS, Assignors wish to assign all right, title and interest in and to the Marks to Assignee, and Assignee wishes to accept such assignment;

WHEREAS, contemporaneously herewith and in accordance with the Accessories Purchase Agreement, Assignee shall enter into a license agreement with Tora (the "**Accessory License Agreement**"), pursuant to which it shall grant Tora the exclusive right and license to use

the Marks in connection with certain consumer electronics accessory products (the "**Accessory Products**"); and

WHEREAS, contemporaneously herewith and in accordance with the Audio Purchase Agreement, Assignee shall enter into a license agreement with JAX, pursuant to which it shall grant JAX the exclusive right and license to use the Marks in connection with certain audio products other than the Accessory Products (the "**Audio Products**") (the "**Audio License Agreement**," together with the Accessory License Agreement, the "**License Agreements**");

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. **Assignment.** Pursuant to the Sale Orders and the Purchase Agreements, as applicable, each of the Assignors hereby transfers, conveys and assigns to Assignee, free and clear of all liens, claims and encumbrances, all right, title and interest throughout the world in and to the Marks, together with: (a) all national, foreign and state registrations, applications for registration and renewals and extensions thereof; (b) all common law rights related thereto; (c) all goodwill associated therewith; and (d) and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Mark; and to settle and retain proceeds from any such actions) (collectively, the "**Rights**"). Assignors retain no rights to use the Marks and each agrees not to challenge the validity of Assignee's ownership in the Marks.

2. **Cooperation.** Each Assignor shall take or cause to be taken any such further actions, and to execute, deliver and file or cause to be executed, delivered and filed, at Assignee's expense, such further documents and instruments, and to obtain such consents, as may be required or requested by Assignee in order to effectuate fully the purposes, terms and conditions of this Agreement, including, without limitation, executing such written instruments and extending such other cooperation as may be necessary or appropriate, in Assignee's sole discretion, to convey the Marks to Assignee, to perfect Assignee's interest in the Marks, and to establish, evidence, maintain, defend and/or enforce Assignee's rights in the Marks. Each of the Assignors hereby irrevocably appoints Assignee as the attorney-in-fact of and for such Assignor with full power and authority to take such further actions, and to execute, deliver and file such further documents and instruments, and to obtain such consents, in such Assignor's name. The right, power and authority granted herein to said attorney-in-fact and agents shall commence and be in full force and effect as of the date indicated below. Each Assignor understands and agrees that such power and authority is coupled with an interest and is therefore irrevocable.

3. **Payment.** As full payment for the assignment of the Rights, the Assignors will receive the compensation set forth in the Purchase Agreements in accordance with the terms and conditions set forth therein.

4. **Representations and Warranties.** Each Assignor represents, warrants and covenants that: (a) such Assignor has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) such Assignor's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party, and no such agreement or arrangement of any kind with any third party shall in any way limit, restrict or

impair the Rights granted to Assignee under this Agreement; (c) such Assignor has the right to grant the Rights granted herein, free and clear of any adverse claims of any kind and without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained; (d) Assignors are unaware of any actual or threatened claims of infringement relating to any of the Marks and, to the best of Assignors' knowledge, understanding and belief, the Marks and the exercise of the Rights granted herein do not and shall not infringe, misappropriate or violate any trademark or other rights of any third party; and (e) the Marks shall not be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments. Each Assignor agrees to indemnify and hold harmless Assignee and its officers, directors, employees, stockholders and agents from and against any claims, damages, liabilities, losses, costs and expenses (including attorneys' fees and costs) arising out of or related to any breach of the foregoing representations and warranties.

5. Miscellaneous. This Agreement is made under and shall be construed in accordance with the laws of the State of New York, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction. The Parties hereto shall not be considered as joint venturers, partners, employers or agents of one another, and shall not have the power to bind or obligate one another except as set forth in this Agreement. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement, along with the Sale Orders, the Purchase Agreements and the License Agreements, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNEE:

ELECTRONICS TRADEMARK HOLDING COMPANY, LLC

By: 

Title: Manager

Address: 150 Marcus Blvd., Hauppauge, NY 11788

ASSIGNORS:

RECOTON CORPORATION

By: _____

Title: Executive Vice President

Address: 2950 Lake Emma Road, Lake Mary, FL 32746

RECOTON AUDIO CORPORATION

RECOTON ACCESSORIES, INC.

RECOTON HOME AUDIO, INC.

RECOTON MOBILE ELECTRONICS, INC.

RECOTON INTERNATIONAL HOLDINGS, INC.

By: _____

Title: Vice President

Address: 2950 Lake Emma Road, Lake Mary, FL 32746

RECOTON CANADA LTD.

By: _____

Title: President

Address: 680 Granite Court, Pickering, Ontario, L1W 3J5, Canada

RECOTON (HONG KONG) LIMITED

By: _____

Title: Director

Address: Unit 916, 9th Floor, Lippo Sun Plaza, 28 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

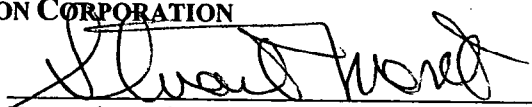
ASSIGNEE:

ELECTRONICS TRADEMARK HOLDING COMPANY, LLC


By: _____
Title: _____
Address: _____

ASSIGNORS:

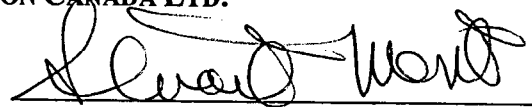
RECOTON CORPORATION

By: 
Title: Executive Vice President
Address: 2950 Lake Emma Road, Lake Mary, FL 32746

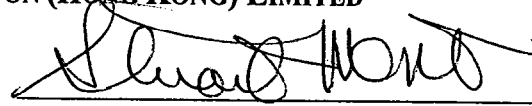
RECOTON AUDIO CORPORATION
RECOTON ACCESSORIES, INC.
RECOTON HOME AUDIO, INC.
RECOTON MOBILE ELECTRONICS, INC.
RECOTON INTERNATIONAL HOLDINGS, INC.

By: 
Title: Vice President
Address: 2950 Lake Emma Road, Lake Mary, FL 32746

RECOTON CANADA LTD.

By: 
Title: President
Address: 680 Granite Court, Pickering, Ontario, L1W 3J5, Canada

RECOTON (HONG KONG) LIMITED

By: 
Title: Director
Address: Unit 916, 9th Floor, Lippo Sun Plaza, 28 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

RECOTON (FAR EAST) LIMITED

By: 

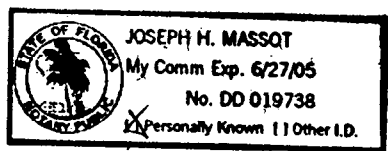
Title: Director

Address: Unit 916, 9th Floor, Lippo Sun Plaza, 28 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

STATE OF FLORIDA)
) ss.:
COUNTY OF SEMINOLE)

On the 7th day of July, 2003, before me personally came Stuart Mont, to me known, who, being by me duly sworn, did depose and say he resides at 333 Victoria Avenue, Winter Park, Florida, and that he is the Executive Vice President of RECOTON CORPORATION, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

[Notarial Seal]



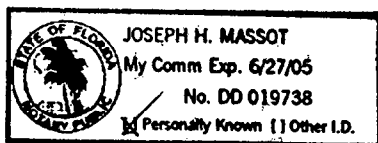
Joseph H. Massot

Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF SEMINOLE)

On the 7th day of July, 2003, before me personally came Stuart Mont, to me known, who, being by me duly sworn, did depose and say he resides at 333 Victoria Avenue, Winter Park, Florida, and that he is a Vice President of RECOTON AUDIO CORPORATION, RECOTON ACCESSORIES, INC., RECOTON MOBILE ELECTRONICS, INC. RECOTON HOME AUDIO, INC. AND RECOTON INTERNATIONAL HOLDINGS, INC., each a corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

[Notarial Seal]



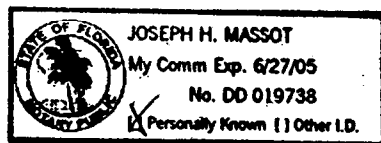
Joseph H. Massot

Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF SEMINOLE)

On the 7th day of July, 2003, before me personally came Stuart Mont, to me known, who, being by me duly sworn, did depose and say he resides at 333 Victoria Avenue, Winter Park, Florida and that he is the President of RECOTON CANADA LTD., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

[Notarial Seal]

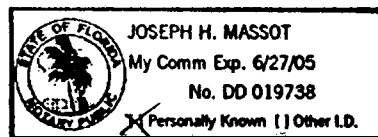


Joseph H. Massot
Notary Public

STATE OF FLORIDA)
) ss.:
COUNTY OF SEMINOLE)

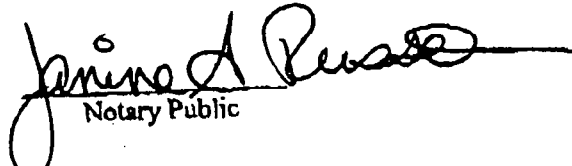
On the 7th day of July, 2003, before me personally came Stuart Mont, to me known, who, being by me duly sworn, did depose and say he resides 333 Victoria Avenue, Winter Park, Florida, and that he is a Director of RECOTON (HONK KONG) LIMITED and RECOTON (FAR EAST) LIMITED, each a corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

[Notarial Seal]



Joseph H. Massot
Notary Public

On the 14th day of July, 2003, before me personally came Patrick M. Lavelle to me known, who, being by me duly sworn, did depose and say he resides at 150 Marcus Blvd, Hempstead, NY and that he is the Manager of ELECTRONICS TRADEMARK HOLDING COMPANY, LLC, the Delaware limited liability company described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

[Notarial Seal]

JANINE A. RUSSO
Notary Public, State of New York
No. 4800681

Qualified in Suffolk County
Commission Expires 10/31/2005

EXHIBIT A

MARKS

I. TRADEMARKS AND SERVICE MARKS:

ACOUSTIC RESEARCH
ADVENT
AR
JENSEN

ROAD GEAR

II. CORRESPONDING APPLICATIONS & REGISTRATIONS

Mark Name	Country Name	Registration No.	Application No.	Owner	Status	Class
ACOUSTIC RESEARCH (Stylized)	United States	1,778,708	73/619,479			9
ACOUSTIC RESEARCH	United States	2,627,921	76/278,716			9
ADVENT	United States		76/363,889			9
ADVENT	United States	2,558,737	76/278,714			9
ADVENT	United States	1,008,947	72/458,842			9
AR (Stylized)	United States	2,628,164	76/338,550			9
AR (Stylized)	United States	1,430,911	73/569,527			9
AR	United States	927,195	72/325,940			9
AR	United States	2,617,696	76/278,717			9
JENSEN	United States		76/242,864			9
JENSEN	United States	1,126,365	73/172,605			9
JENSEN	United States	1,922,837	74/242,473			9
JENSEN	United States	501,769	71/527,518			9
JENSEN CONCERT SERIES (abandoned)	United States	1,246,955	73/378,456			9
ROAD GEAR (Stylized)	United States	2,699,707	76/338,540			9
ROAD GEAR	United States	1,717,646	74/151,318			9
ROAD GEAR (and Design)	United States	1,711,294	74/151,317			9

Foreign Trademarks

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	African Union	21160		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH	Argentina	1882699	2.225.346	RAC	Registered
ADVENT	Argentina	1436486		RAC	Registered
ADVENT (LOGO)	Argentina	1502286		RAC	Registered
JENSEN	Argentina	1520981		RAC	Registered
JENSEN (Logo)	Argentina	1502278		RAC	Registered
ROADGEAR	Argentina	1730690		Recoton	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH (stylized)	Australia	906943	906943	RAC	Registered
ADVENT	Australia	A273326		RAC	Registered
AR (stylized)	Australia	906944	906944	RAC	Registered
JENSEN	Australia	B386043		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Austria	103006		RAC	Registered
AR (& Design)	Austria	90053		RAC	Registered
JENSEN	Austria	85298		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Bahama Islands	10872		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Barbados	81/6817		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Benelux	387200		RAC	Registered
AR	Benelux	10444		RAC	Registered
JENSEN	Benelux	344651		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Bermuda	B10120		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
AR	Bolivia	51000A		RAC	Registered
JENSEN	Bolivia	46117-A		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Bosnia	Z236		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Brazil	818206.306	818206306	RAC	Registered
AR	Brazil	820564737		RAC	Registered
JENSEN	Brazil	819701.009	819.701.009	RAC	Registered
JENSEN	Brazil	819.700.991		RAC	Registered
ROAD GEAR	Brazil	819993069	819993069	Recoton	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH	Canada		1108733	Recoton	Applied
ADVENT	Canada	TMA210872		RAC	Registered
ADVENT	Canada	TMA211030		RAC	Registered
AR	Canada		1112819	Recoton	Applied
AR	Canada	TMA167896		RAC	Registered
JENSEN	Canada		1138909	RAC	Applied
JENSEN	Canada	TMA246336		RAC	Registered
JENSEN (Stylized)	Canada	TMA122726		RAC	Registered
ROAD GEAR	Canada	TMA457999		Recoton	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH	Chile	566030		RAC	Registered
ADVENT	Chile	411324		RAC	Registered
AR	Chile	483431		RAC	Registered
JENSEN	Chile	499.669		RAC	Registered
JENSEN	Chile	563890		RAC	Registered
ROAD GEAR	Chile	534977		Recoton	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	China	204030		RAC	Registered
ACOUSTIC RESEARCH	China		3079342	Recoton	Applied
AR (& Design)	China	696530		RAC	Registered
AR (& Design) [3rd des.]	China	626529		RAC	Registered
JENSEN	China	204032		RAC	Registered
JENSEN	China			RAC	Applied

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH	Colombia		01-051519	Recoton	Registered
ADVENT	Colombia		01-051517	Recoton	Registered
AR	Colombia		01-051515	Recoton	Registered
AR/ACOUSTIC RESEARCH (stylized)	Colombia		49634	Recoton	Applied
JENSEN	Colombia	148942		RAC	Registered
JENSEN (& Logo) [design/label]	Colombia	230567		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Costa Rica	12.345		RAC	Registered
AR	Costa Rica	52647/18350		RAC	Registered
JENSEN	Costa Rica	19341		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Croatia	Z950568	Z950568N	RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
AR	CTM		2805414	RAC	Applied
JENSEN	CTM		2868982	Recoton	Applied

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Denmark	01761-1977		RAC	Registered
AR (& Design)	Denmark	245/81		PAC	Registered
JENSEN	Denmark	00109/1983		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Dominican Republic	51309		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
AR	Ecuador	2266-97		RAC	Registered
JENSEN	Ecuador	1872-81		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
AR (& Design)	Egypt	R54961		RAC	Registered
JENSEN (stylized)	Egypt	57377		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH (stylized)	European Community/CTM		2805125	RAC	Applied

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Finland	90303		RAC	Registered
AR (& Design)	Finland	77926		RAC	Registered
JENSEN	Finland	93773		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH	France	92440472		RAC	Registered
ADVENT	France	1246587		RAC	Registered
AR	France	1520309		RAC	Registered
AR	France	92440471		RAC	Registered
JENSEN	France	1389159		RAC	Registered
ROAD GEAR	France	94548079		Recoton	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Germany	940455		RAC	Registered
AR	Germany	914431		RAC	Registered
JENSEN	Germany	967075		RAC	Registered
JENSEN	Germany	2028045		RAC	Registered
JENSEN	Germany	2050869		RAC	Registered
ROAD GEAR	Germany	39508376		Recoton	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Greece	73898		RAC	Registered
JENSEN	Greece	58149		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Guatemala	47004/279/10		RAC	Registered
JENSEN (Logo)	Guatemala	72985329157		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Guyana	11773A		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Haiti	167REG95		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN (stylized)	Honduras	30144		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Hong Kong	480/1979		RAC	Registered
AR (& Design)	Hong Kong	B866/1980		RAC	Registered
JENSEN	Hong Kong	B152/1981		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
AR (& Design)	Iceland	36/1979		RAC	Registered
JENSEN	Iceland	407/1982		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	India	400752		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Indonesia	335499		RAC	Registered
AR (& Design)	Indonesia	261898		RAC	Registered
JENSEN	Indonesia	355.046		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Ireland	107229		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH (stylized)	Israel		156213	RAC	Applied
AR (stylized)	Israel		156212	RAC	Applied
JENSEN	Israel	43544		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Italy	454027		RAC	Registered
AR	Italy	569242		RAC	Registered
JENSEN	Italy	489138		RAC	Registered
JENSEN	Italy	780660		RAC	Registered
ROAD GEAR	Italy	725473		Recoton	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Jamaica	20940		RAC	Registered
JENSEN	Jamaica	20162		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Japan	2717828		RAC	Registered
AR ACOUSTIC RESEARCH	Japan	1459221		RAC	Registered
JENSEN	Japan	2263485		RAC	Registered
ROAD GEAR	Japan	4222687		Recoton	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Jordan	20689		RAC	Registered
JENSEN	Jordan	20266		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Kenya	30286		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
AR (& Design)	Korea	197173		RAC	Registered
AR ACOUSTIC RESEARCH	Korea	149886		RAC	Registered
ADVENT	Korea (South)	95417		RAC	Registered
JENSEN	Korea (South)	260766		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Kuwait	28590	30701	RAC	Registered
JENSEN	Kuwait	14838	13843	RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Lebanon	76445		RAC	Registered
JENSEN	Lebanon	87623	16668	RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Liberia	30196/134		Recoton	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Malaysia		M/98515	RAC	Applied
AR (stylized) [3rd Design]	Malaysia		M/8147/92	RAC	Applied
JENSEN	Malaysia	M/98263		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Mexico	579908		RAC	Registered
ACOUSTIC RESEARCH	Mexico	644515		RAC	Registered
AR	Mexico	579909		RAC	Registered
JENSEN	Mexico	243932		RAC	Registered
ROAD GEAR	Mexico	520392		Recoton	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Morocco Tangiers Zone	5653		Recoton	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Morocco-French & Spanish Zone	32571		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Netherlands Antilles	12555		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	New Zealand	145504		RAC	Registered
JENSEN	New Zealand	631929	631929/30	RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
AR	Nicaragua	6088		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Nigeria	42443		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
AR (& Design)	Norway	109286		RAC	Registered
JENSEN	Norway	114047		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Pakistan	78775		RAC	Registered
JENSEN	Pakistan	77803		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Panama	32512		RAC	Registered
ADVENT	Panama	32513		RAC	Registered
JENSEN	Panama	30971		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Paraguay	165744		RAC	Registered
AR	Paraguay	195098		RAC	Registered
AR	Paraguay	195700		RAC	Registered
JENSEN	Paraguay	155625		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH	Peru	82559	151121	RAC	Registered
AR (stylized)	Peru	82560	151123	RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH	Philippines		4-2002-003601	RAC	Applied
AR	Philippines		4-2002-003600	RAC	Applied

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH	Poland			RAC	Applied
ADVENT	Poland	59791		RAC	Registered
AR	Poland			RAC	Applied
JENSEN	Poland	55519		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Portugal	193592		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Russian Federation		RU2000733 165-App#	RAC	Applied
ACOUSTIC RESEARCH (stylized)	Russian Federation			RAC	Applied
AR (stylized)	Russian Federation			RAC	Applied

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Sabah	S/31545		RAC	Registered
JENSEN	Sabah	SAB/31300		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Sarawak	S/26681		RAC	Registered
JENSEN	Sarawak	B26536		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Saudi Arabia	82/40		RAC	Registered
AR (& Design)	Saudi Arabia	90/66		RAC	Registered
JENSEN	Saudi Arabia	90/49		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Singapore	S/619/83		RAC	Registered
AR (& Design) (old)	Singapore	T78-77742c		RAC	Registered
JENSEN	Singapore	B5156/81		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	South Africa		2002/04445	RAC	Applied
ACOUSTIC RESEARCH	South Africa		2002/04444	RAC	Applied
AR (& Design)	South Africa	85/6107		RAC	Registered
AR (& Design)	South Africa	B78/4531		RAC	Registered
JENSEN	South Africa	B77/0107		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
AR ACOUSTIC RESEARCH	Spain	759718		Recoton	Registered
JENSEN	Spain	882144		RAC	Registered
ROAD GEAR	Spain	1937064		Recoton	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Sri Lanka	45753		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Suriname	10969		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Sweden	164658		RAC	Registered
AR (& Design)	Sweden	166611		RAC	Registered
JENSEN	Sweden	191581		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Switzerland	323262		RAC	Registered
AR	Switzerland	371959		RAC	Registered
JENSEN	Switzerland	287868		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Taiwan	922504		RAC	Registered
AR	Taiwan	792639		RAC	Registered
JENSEN	Taiwan	91803		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Thailand	KOR2375		RAC	Registered
JENSEN	Thailand	KOR2374		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Trinidad&Tobago	13536		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Turkey	76566		PAC	Registered
JENSEN	Turkey	95702		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH	United Kingdom	B1521300		RAC	Registered
ADVENT	United Kingdom	1018490		RAC	Registered
AR (& Design) (old)	United Kingdom	B943579		RAC	Registered
AR (& Design) [3rd des.]	United Kingdom	B1521299		RAC	Registered
JENSEN	United Kingdom	1173060		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Uruguay	268.312		RAC	Registered
AR	Uruguay	314.465	314.465	RAC	Registered
JENSEN	Uruguay	169184		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ADVENT	Venezuela	78835-F		RAC	Registered
JENSEN	Venezuela	63085-S		RAC	Registered

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
ACOUSTIC RESEARCH	Vietnam		4-2001-02440	RAC	Applied
AR	Vietnam		4-2001-02439	RAC	Applied
JENSEN	Vietnam			RAC	Applied

Trademark Name	Country Name	Reg. No.	App. No.	Owner	Status
JENSEN	Yugoslavia	27164-Z-332		RAC	Registered

EXHIBIT B
DOMAIN NAMES

acoustic-research.com
acousticresearch.net
adventaudio.com
adventdirect.com
jensen.com
jensenaudio.com
jensendirect.com
jensenenergy.com
jensengirl.com
jensenhomeaudio.com
jensenrocks.com
nicefeatures.com



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AUGUST 25, 2003

PTAS

ROBERT S. LEVY
EAST TOWER, 14TH FLOOR, 190 EAB PLAZA
UNIONDALE, NY 11556-0190

900001625A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/25/2003

REEL/FRAME: 002703/0589
NUMBER OF PAGES: 13

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

RECOTON CORPORATION

DOC DATE: 07/08/2003
CITIZENSHIP: NEW YORK
ENTITY: CORPORATION

ASSIGNOR:

RECOTON ACCESSORIES, INC.

DOC DATE: 07/08/2003
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNOR:

RECOTON CANADA LTD.

DOC DATE: 07/08/2003
CITIZENSHIP: CANADA
ENTITY: CORPORATION

ASSIGNOR:

RECOTON AUDIO CORPORATION

DOC DATE: 07/08/2003
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

002703/0589 PAGE 2

ASSIGNOR:

RECOTON MOBILE ELECTRONICS, INC.

DOC DATE: 07/08/2003
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNOR:

RECOTON HOME AUDIO, ZINC.

DOC DATE: 07/08/2003
CITIZENSHIP: CALIFORNIA
ENTITY: CORPORATION

ASSIGNOR:

RECOTON (HONG KONG) LIMITED

DOC DATE: 07/08/2003
CITIZENSHIP: HONG KONG
ENTITY: CORPORATION

ASSIGNEE:

ELECTRONICS TRADEMARK HOLDING
COMPANY LLC
C/O AUDIOVOX CORP., 150 MARCUS
BLVD.
HAUPPAUGE, NEW YORK 11788

CITIZENSHIP: DELAWARE
ENTITY: LTD LIAB JT ST CO

APPLICATION NUMBER: 76363889
REGISTRATION NUMBER:

FILING DATE: 01/26/2002
ISSUE DATE:

MARK: ADVENT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76242864
REGISTRATION NUMBER: 2720503

FILING DATE: 04/18/2001
ISSUE DATE: 06/03/2003

MARK: JENSEN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73619479
REGISTRATION NUMBER: 1778708

FILING DATE: 09/12/1986
ISSUE DATE: 06/29/1993

MARK: ACOUSTIC RESEARCH

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 76278716
REGISTRATION NUMBER: 2627921

FILING DATE: 06/29/2001
ISSUE DATE: 10/01/2002

MARK: ACOUSTIC RESEARCH

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76278714
REGISTRATION NUMBER: 2558737

FILING DATE: 06/29/2001
ISSUE DATE: 04/09/2002

MARK: ADVENT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

002703/0589 PAGE 3

APPLICATION NUMBER: 72458842
REGISTRATION NUMBER: 1008947

FILING DATE: 05/29/1973
ISSUE DATE: 04/15/1975

MARK: ADVENT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76338550
REGISTRATION NUMBER: 2628164

FILING DATE: 11/15/2001
ISSUE DATE: 10/01/2002

MARK: AR

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73569527
REGISTRATION NUMBER: 1430911

FILING DATE: 11/20/1985
ISSUE DATE: 03/03/1987

MARK: AR

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 72325940
REGISTRATION NUMBER: 927195

FILING DATE: 04/30/1969
ISSUE DATE: 01/18/1972

MARK: AR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76278717
REGISTRATION NUMBER: 2617696

FILING DATE: 06/29/2001
ISSUE DATE: 09/10/2002

MARK: AR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73172605
REGISTRATION NUMBER: 1126365

FILING DATE: 06/01/1978
ISSUE DATE: 10/30/1979

MARK: JENSEN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74242473
REGISTRATION NUMBER: 1922837

FILING DATE: 01/31/1992
ISSUE DATE: 09/26/1995

MARK: JENSEN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 71527518
REGISTRATION NUMBER: 501769

FILING DATE: 07/05/1947
ISSUE DATE: 08/24/1948

MARK: JENSEN

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73378456
REGISTRATION NUMBER: 1246955

FILING DATE: 08/05/1982
ISSUE DATE: 08/02/1983

MARK: JENSEN CONCERT SERIES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

002703/0589 PAGE 4

APPLICATION NUMBER: 76338540
REGISTRATION NUMBER: 2699707

FILING DATE: 11/15/2001
ISSUE DATE: 03/25/2003

MARK: ROAD GEAR

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74151318
REGISTRATION NUMBER: 1717646

FILING DATE: 03/25/1991
ISSUE DATE: 09/22/1992

MARK: ROAD GEAR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74151317
REGISTRATION NUMBER: 1711294

FILING DATE: 03/25/1991
ISSUE DATE: 09/01/1992

MARK: ROAD GEAR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

08/25/2003
 900001625

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Recoton Corporation		07/08/2003	CORPORATION: NEW YORK
Recoton Accessories, Inc.		07/08/2003	CORPORATION: DELAWARE
Recoton Canada Ltd.		07/08/2003	CORPORATION: CANADA
Recoton Audio Corporation		07/08/2003	CORPORATION: DELAWARE
Recoton Mobile Electronics, Inc.		07/08/2003	CORPORATION: DELAWARE
Recoton Home Audio, zInc.		07/08/2003	CORPORATION: CALIFORNIA
Recoton (Hong Kong) Limited		07/08/2003	CORPORATION: HONG KONG

RECEIVING PARTY DATA

Name:	Electronics Trademark Holding Company LLC
Street Address:	c/o Audiovox Corp., 150 Marcus Blvd.
City:	Hauppauge
State/Country:	NEW YORK
Postal Code:	11788
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number
Registration Number:	1778708
Registration Number:	2627921
Serial Number:	76363889
Registration Number:	2558737
Registration Number:	1008947
Registration Number:	2628164
Registration Number:	1430911
Registration Number:	927195
Registration Number:	2617696
Serial Number:	76242864

CH \$440.00 1778708

Registration Number:	1126365
Registration Number:	1922837
Registration Number:	501769
Registration Number:	1246955
Registration Number:	2699707
Registration Number:	1717646
Registration Number:	1711294

CORRESPONDENCE DATA

Fax Number: (516)802-7008

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 516-802-7007

Email: rlevy@levystopol.com

Correspondent Name: Robert S. Levy

Address Line 1: East Tower, 14th Floor, 190 EAB Plaza

Address Line 4: Unlondale, NEW YORK 11556-0190

NAME OF SUBMITTER:

Mary Ann Schroder

Total Attachments: 11

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 Voice Phone: 703-308-9723

To: **Name:** ROBERT S. LEVY
 Company: EAST TOWER, 14TH FLOOR, 190 EAB PLAZA
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2	79.TXT
8	Document 1, Batch 254783

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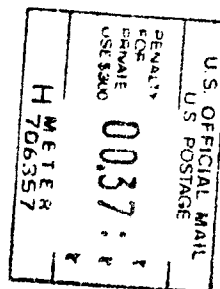
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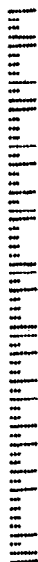
FIRST CLASS



91150749

LOAN B. KENNEDY
C/O RECOTON CORPORATION
2950 LAKE EMMA ROAD
LAKE MARY, FL 32746

3274643793



UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
2900 Crystal Drive
Arlington, Virginia 22202-3513

Audover/spe

Mailed: October 6, 2003

Opposition No. 91150749

RECOTON CORPORATION

v.

ADVENT NETWORKS, INC.

Peter Cataldo, Interlocutory Attorney

On May 1, 2003, the Board issued an order (1) denying opposer's motion for summary judgment; and (2) allowing opposer thirty days in which to submit and serve an amended notice of opposition, failing which, the instant opposition would be dismissed with prejudice.

Office records indicate no response thereto.

Accordingly, the opposition is dismissed with prejudice.

*By the Trademark Trial
and Appeal Board*

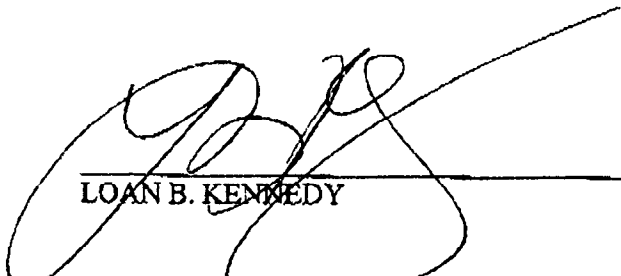
AFFIDAVIT OF LOAN B. KENNEDY

STATE OF FLORIDA
COUNTY OF ORANGE

THIS DAY BEFORE ME, the undersigned authority, duly authorized to take oaths and acknowledgments, personally appeared LOAN B. KENNEDY ("Affiant"), who after being duly sworn, states as follows:


1. The Affiant was the Vice President and General Counsel of Recoton Corporation until she resigned on December 31, 2002.
2. The Affiant was responsible for the trademarks owned by Recoton Corporation until her departure on December 31, 2002.
3. Affiant initiated the opposition against the ADVENT NETWORKS trademark, Serial No. 76033895, Case No. 91150749, Recoton Corporation, Opposer, v. Advent Networks, Inc., Applicant.
4. The last document filed by Affiant on behalf of Recoton Corporation in the opposition matter against the ADVENT NETWORKS trademark, Serial Number 76033895, was the Motion for Summary Judgment, filed in October 2002.

FURTHER, Affiant saith not.

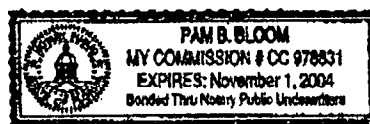


LOAN B. KENNEDY

Sworn to and subscribed before me this 6th day of November, 2003, by LOAN B. KENNEDY, who (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____ . Affiant did take an oath.



Print Name: _____
Notary Public, State of Florida
Commission No: _____
My Commission Expires: _____



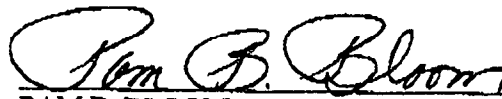
AFFIDAVIT OF PAM B. BLOOM

STATE OF FLORIDA
COUNTY OF ORANGE

THIS DAY BEFORE ME, the undersigned authority, duly authorized to take oaths and acknowledgments, personally appeared PAM B. BLOOM ("Affiant"), who after being duly sworn, states as follows:

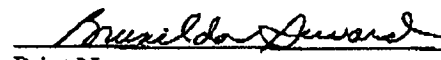
1. The Affiant was the Trademark Paralegal for Recoton Corporation until she resigned in February 2003.
2. The Affiant was responsible for the trademarks owned by Recoton Corporation until her departure in February 2003.
3. Affiant had knowledge of the opposition filed against the ADVENT NETWORKS trademark, Serial Number 76033895, Case No. 91150749, Recoton Corporation, Opposer, v. Advent Networks, Inc., Applicant.
4. The last document filed by Affiant on behalf of Recoton Corporation in the opposition matter against the ADVENT NETWORKS trademark, Serial Number 76033895, was the Motion for Summary Judgment, filed in October 2002.

FURTHER, Affiant saith not.


PAM B. BLOOM

Sworn to and subscribed before me this 6th day of November, 2003, by PAM B. BLOOM, who (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____ Affiant did take an oath.




Print Name: _____
Notary Public, State of Florida
Commission No: _____
My Commission Expires: _____



Mandel & Peslak

Attorneys at Law

LLC

80 Scenic Drive Suite 5 Freehold, New Jersey 07728

732-761-1610

fax: 732-761-1611

www.mandelpeslak.com

TTAB

Lawrence D. Mandel

NJ • NY • PA Bars

Arthur M. Peslak

NJ • NY Bars

November 6, 2003

Attention: Trademark Trial and Appeal Board
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513



11-10-2003

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

RE: Recoton Corporation v. Advent Networks, Inc.
Opposition No. 91150749
Serial No. 76/033,895
Mark: ADVENT NETWORKS

Dear Sir:

Enclosed herewith please find an original and two (2) copies of the following:

- Opposer's Motion for Reconsideration and for Substitution
- Certificate of Service
- Opposer's Brief in Support of Motion for Reconsideration and for Substitution (with attached Amended Notice of Opposition as Exhibit 1)
- Declaration of Patrick M. Lavelle and Power of Attorney (with attached Exhibits)
- Affidavits of Loan B. Kennedy and Pam B. Bloom

Also enclosed is a return postal card.

Thank you for your attention to this matter.

Sincerely,

Lawrence D. Mandel

LDM:lb

Enclosures

cc: Rochelle D. Alpert, Esq. (with enclosures)

Robert S. Levy, Esq. (with enclosures)